Our File No.: 9109/SHV CICHANOWICZ, CALLAN, KEANE, VENGROW & TEXTOR, LLP Attorneys for Defendant Power Link Logistics 61 Broadway, Suite 3000 New York, New York 10006 (212) 344-7042

### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

FEDERAL INSURANCE COMPANY and MARAN, INC.

Plaintiff,

-against-

M/V MSC CHINA her engines, boilers, tackle, etc. POWER LINK LOGISTICS INC. SAFMARINE CONTAINER LINES N.V.

Defendants.

08cv1806 (SHS)(HP)

LAN HOANG DECLARATION
IN SUPPORT OF DEFENDANT POWER
LINK LOGISTICS' MOTION FOR
SUMMARY JUDGMENT DISMISSING
THE COMPLAINT ON THE BASIS OF
FORUM NON CONVIENENS

- I, Lan Hoang, declare under penalty of perjury under the laws of the United States of America that the following statement is true and correct:
- 1. I am the Operations Manager for Power Link Logistics. Except where otherwise specified, I submit this declaration on personal knowledge and in support of Power Link's Motion to Dismiss the Complaint of Plaintiffs Federal Insurance Company and Maran, Inc. (hereinafter referred to as "Plaintiff") against Power Link
- 2. Power Link Logistics is a non vessel operating common carrier (NVOCC) licensed to do business in the United States by the Federal Maritime Commission. As an NVOCC, Power Link arranges for and monitors the logistics for shipments originating or terminating in the United States that are moving under Bills of Lading.

- 3. Power Link has only one office in the United States which is located in Carson, California. Power Link does not have an office, employees or bank accounts in New York
- 4. As Operations Manager, I am personally familiar with Power Link's Bill of Lading forms (including reverse side terms and conditions) and Power Link's practices regarding issuance of same. In the ordinary course of my business, I can obtain from Power Link, or any agent of Power Link, shipping documents issued anywhere in the world for Power Link shipments.
- 5. Attached hereto as Exh. D is Power Link's Bill of Lading no. 750336194/001 for the shipment which is the subject of this litigation and Power Link's Terms and Conditions of Service.
- 6. Attached hereto as Exhibit E is a copy of a the ocean carrier's, Safmarine, Bill of Lading no. 750336194 for the shipment which is the subject of this lawsuit along with the pertinent Terms and Conditions of Service obtained from Safmarine's website.
- 7. Attached hereto as Exhibit F is Safmairne's Arrival Notice for the shipment which is the subject of this lawsuit.
- 8. Attached hereto as Exhibit G is Power Link's Invoice no. 0048153 for the shipment which is the subject of this lawsuit. Power Link charged a \$50 handling fee for the shipment of two containers, one of which is the subject of this lawsuit.
- 9. The African shipper, Global Garments Company, the shipper on the Power Link Bill of Lading, contacted ZA Trans in South Africa to arrange for the ocean transport of the subject shipment.
- 10. ZA Trans booked the shipment with the ocean carrier, Safmarine, in South Africa and contacted Power Link to arrange the delivery of the shipment in the United States. Power Link acted as U.S. agent for ZA Trans with regard to the subject shipment.

11. Power Link in California confirmed the booking details executed in South Africa with Maran in New Jersey.

12. Maran routinely books cargo from South Africa to the United States. In 2007, it is estimated that Maran booked (100) one-hundred shipments from South Africa to the United States using Power Links services.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Carson California May 15, 2008

Lan Hoang, Operations Manager for Power Link Logistics

### **EXHIBIT D**

## **POWER LINK LOGISTICS' MOTION FOR SUMMARY JUDGMENT DISMISSING THE COMPLAINT** ON THE BASIS OF **FORUM NON CONVIENENS**

POWER LINK LOGISTIC INC	BILL OF LADING B/L NO: 750336194/001
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Consignee (complete, rights and laddress)	FORWARDING AGENT REFERENCES
CITIBANK NA NEW YORK USA	
	POINT AND COUNTRY OF ORIGIN
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MARANING 4301-4315 TONNELLE AVENUE	DOMESTIC ROUTINGS EXPORT ANSTRUCTIONS
NORTH BERSENINI 07047 USA	
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MSC CHINA N350 DURBAN Port,et:discharge Place of receivery	
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SEE ATTACHED SEE ATTACH	
	MARINE
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SAY TOTAL TWO (2) FORTY FEET GENERAL PURPO	SE CONTAINERS ONLY

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**ATTACHMENT** 

SO: 6194

Page: 1

VSL/VOY: MSC CHINA N350

DESCRIPTION OF PROBABLES AND GOODS

B/L NO:750336194/001

NAME AND NUMBER

1X40'GP CONTAINER

KNEU4309468 ML/A0947842

905 CINS /678.75DZ

GOODS (WOVEN GARMENTS) HTS#6204.62.40.1179819.11.1200 · CAT:348

LADIES FG PLUS 16W-26W 75% CIN 24% POLY 1% SPX, 11.50Z WOVEN STRETCH 5PKT BLUE BLACK DENIM JEANS W/EMB AND BRAIDED BELT PO NO:9308-73 STYLB NO:FGW37421 COLOUR: DARK STONE

TEXU4748216 MLZA0947843 1X40'GP CONTAINER STC 755 CINS /714.75DZ

GOODS(WOVEN GARMENTS) HTS#6204.62.40.11/9819.11.1200 CAT: 348

LADIES FG PLUS 16W-26W 75% CIN 24% POLY 1% SPX,11.50Z WOVEN STREICH 5PKT BLUE BLACK woven Stretch 5481 Hide Black
DENIM JEANS W/EMB AND BRAIDED BELT
PO NO:9308-73
STYLE NO:FGW37421
COLOUR:DARK STONE
161 CINS /120.75DZ

PO NO:9308-74 STYLE NO: FGW37421 COLOUR: DARK STONE 594 CTNS /594DZ

L/C NR.5817095504 SHIPPING MARKS AS PER COMMERICAL INVOICE NR. 33070223

ON BOARD NOTATION: FM DURBAN, SOUTH AFRICA TO NEW YORK VESSEL NAME: MSC CHINA V.N350 ON BOARD DATE: JUNE.09,2007 DEFINITION In this Bit of Lading the term "Vessel" means the interded Ocean Vessel on the fixel hereof and any vessel craft lighter or other moves of commeyance by water which is or shall be substituted in whole or in part for such remed ocean vessel and also includes any other vessel and which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bit.

other versus only which todays may be leaded on the purpose of every grantsported thereon in restricting to the catheline covered by the bett fluiding or any part thereof.

The term "Carrier" means the shipper consigence, consigues the holder of this Bill of Lading and/or the receiver of the owner of the Goods. The term "Contaken" means the shipper consigence, consigues the holder of this Bill of Lading and/or the receiver of the owner of the Goods. The term "Contaken" means any conditions pasked on or containing and or equipment referred to on the face bereof or in or on which any Goods may be unitsed or otherwise packed or stored when received by the Carried for variange heraunder or alcosequent to

awar recent.
The terms "Place of Receipt" " intended Port of Loading" i intended Port of Discharge" and "intended Place of Delivery" means respectively the place of delivery nominated on the front hereof

The terms "Goods" means the cargo received from the Shipper and includes any Container(a) supplied by or on behalf of any other than the

2. CARRIER'S RESPONSIBILITY (a) Subject to Cloude 8 and 9 harved the liability (8 any) of the Carrier in respect of the Goods during the period commoncing with their being leaded and any see going vessel and continuing up to and during dischargs from that vessel or from annihal not going vessel into which the Goods shall have been transhipped shell be determined in accordance with the provisions of the Carriage of Goods by See And of the United States of America approved April 16, 1905 which entit be determined to be incorporated herein and accordance with the terms and conditions of the Biff of Lading or other contract of corriage of the wide contractor provisions of the carriage of such Goods by see all of which terms and conditions to the extent that takey are not in conflict with the express provisions of this Biff of Lading are manageable to such a support of the Goods herein (1). Since an provision in (a) hereal the Carrier shall be under no faithful in any capacity whistonory risk occurred by the first or any prised or consequentful lass or damage.

(b) In the overt of any loss or misdelivery or delay is delivery at or damage to the Goods country between the time that the Good in any best or the carrier of the Place of Receipt and the time of delivery at the intended Place of Delivery, the cause of proving that such laces analysis or damage or that the Place of Receipt and the time of delivery at the demonstrated Place of Delivery, the cause of proving that such laces analysis or damage to that the Place of Receipt and the time of delivery at the demonded Place of Delivery, the cause of proving that such laces analysis or damage to the thing of delivery or damage (or any print thereof) in declared the such of Delivery, the cause of proving that such laces analysis or delivery or damage to the Goods (or any print the place) or countried during the period specified in Clause (a) hereof shall be upon the Manchani in the avent that the Mechant is made to declare any print through the accordance with (b) bene

- 3. LIMITATION OF LIABILITY Insofat as bear of damage to or in connection with the Goods is caused during the part of the custody of carriary in which ILS COGSA applies (1) the Carrier shall not be liable for loss or damage in an amount socceeding the minimum allowable per package or risk (1).5.3 SOR() where it has been cost of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Carrier at least in griding and exist in gight the soce any adia as equived if the actual value of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Carrier at least each of the Goods by the Goods have been packed or in marked by higher than actual value the Carrier shall not be liable to pay any companisation (2) if the Goods have been packed into a Container (as defined in Classes 11) or unfixed at on a latifier attricties of transport by or an abording of the Marchant, it is expressly agreed into the or such containers or striker articles of transport shown call the face of the Carrier at least end to be the number of packages or under the purpose of the application of the limitation of liability provided for in the Carrier at least end to be the number of packages or under the purpose of the application of the limitation of liability provided for in the charge.
- 4. CONTRACTING PARTIES In agreeing to and accepting the terms of the Bill of Lading the Shipper acts for himself and on behalf of each Marchael. The Shipper naturals to the Camer that he is emitted and is they authorized by any other person who owns or is emitted to permission of the Goods or this Bill of Lading to agree to and accept this Bill of Lading and to deliver the Goods to the Cameron the terms invent. Without prejudies to the largering each Marchael argering that in accepting the Bill of Lading term the Cartier of also in Accepting each consumer or delivery hereof from the Shipper Consignee or any other prior anderses or helder and or delivery of the Goods he confirms, and agree to be bound by ell of the shippins acceptions and conditions also obtained saled before whether written prior approach of the interview of the confirmation in the first or each kersol and that the contract contained or evidenced barein shall be fully binding between the Camer and such Marchael is all respects.

  Each Marchael is all respects.

  Each Marchael agrees also that all agreements and treight arrangements proviously made for the comage of the Goods are superceded by the contract contained or evidence herein.

5. SUB-CONTRACTING: Exemptions and immunities of Servants, Agents and Sub-Contractors. The Carrier shalf he entitled to sub-contract on any terms the whole or any part of the carrier placeding unbedding storting warehousing banding and any and all dubies wheleover undertaken by the Cereive in takion in the Goods against any servant appent or such contractor of the Cereive in the Goods against any servant appent or such contractor of the Cereive in the Goods against any servant appent or such contractor of the Cereive in the Goods against any servant or part of such contractor and the Cereive in the Goods against whomever transfer by the Matchant. Without preprint to the foregoing every such servant agent and such contractor and the weather than the Cereive in the Cereive in the Cereive in an entitle of the Cereive in ranks agents and sup contractors

The Morbant authorizes the Center to arrange for any ocean captage required under this BN of Lading to be performed by any ocean must on the learns and conditions of the regular form of SE of Lading to use by such ocean carrier.

- II. ROUTE OF TRANSPORT (a) The Goods may at the Carrier's about its discretion be carried as a single or several shipments by the Vessel and/or any other reason of transport and through any route whatever whether or not such route it she direct advertised or customary route, (it) Any action taken by the Carrier under this clause or delay resulting therefore shall be deemed to be included within the contraction covering route shall be on the clause or delay resulting therefore shall be deemed to be advisation. Should the Carrier the distinction of the little benefit and challenged in the contraction.
- of all previouse, rights and immunities contained in this Sit of Ladina.
- . CONTAINER PACKED BY CARRIER Where Goods received for carriage under this Bill of Lading are not already contained in or on unawaria; at the tene of such receipt the Camer shall be at therty to carry such Goods in or on Cortainer(s).
- CONTAINER PACKED BY MERCHANT If the Goods accepted by the Carrior is a Container(s) into which contents have been packed by
- a. CONTAINER PACKED BY MERCHANT If the Goods accepted by the Carrier is a Comminer(s) into which contents have been packed thy or on behalf of the Merchant. (It is the Merchant). (It is the Merchant) in the container(s) and the container(s) are sale and prepare and other than the Container(s) and contents thereof are suitable for handing and carriage in accordance with the terms bereof in the word of this Merchant's heard of such quartantee the Carrier shalf not be responsible for any loss of or damage to or in connection with the Container(s) and of such guartantee the Carrier shalf not be responsible for any loss of or damage to or in connection with the Container shalf be responsible for all consequences of whatever brief of such breach and shall indemnify the Carrier against usy lors through each impact of Container(s) when the sance are furnished by or on-briefs of the Carrier and they shalf be deemed to have been excepted by the Merchant as being in sound and suitable condition for the purpose of the terraport contracted benefit unless he tipes unless to the container in writing to the Carrier prior to packing the Container(s).
  (b) If the Container(s) with the Carrier shall not be table for any loss of a change in the contents of the Container(s) without the carrier of the container(s) without to be container(s) without to container(s) without to be container(s) without offices of the Container(s) without once to contain and on the said Container(s) when the said container(s) without once to container(s) without once to the container(s) when the said Container(s) without once to the label of it are placed and the container(s) without once to the container(s) without once to the container(s) without once to the container of the container(s) without once to the container of the

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- a CARRIER'S CONTAINER (a) The Merchard shall assume tell responsibility for and shall indemnity the Center against any loss of ordinary to the Carrier against any loss of ordinary to the Carrier against any loss of container on the Carrier than the content of the Merchard, the against or subcontainer ungreadity or on better of the Merchard.
  (b) The Carrier translate in one even be liable for and the Merchard state and you don't the Carrier translate from and ogainst any loss of rethingen to purpostly of other persons or injuries to other persons caused by the Carrier's Container or the contents thereof during handling by or when a till uppersons on an control of the Merchard, his agent or subcontractors engaged by or an behalf of the Merchard.
- to RETURN OF CONTAINERS in case Goods are delivered in Costainer(s) which the Carrier owns or in the possession of which the Carrier to offensive or middle the Memberol taking delivery shall rebars such Container(s) promotity.
- IT DESCRIPTION AND PARTICULARS OF GOODS (a) The description and particulars of the Goods set out on the tage hereof are funnished by the Manchant and are unknown to the Carrier who shall be under no responsibility whatsoever in respect of such description and
- continuous.

  (ii) Din Merchach wan acts to the Carrier that the particulars relating to the Goods as set out on the loost hereof and any other particulars immediately wind herbol and the Merchag as council and shall be dening the Carrier against at loss denegate soperases and fability (including leave, perunters and from) suffered or incurred by the Carrier as a result of the Merchant being in breach of such warranty.

- 12. FREIGHT AND CHARGES (a) The height psychie bereunder has been calculated and based on perticulars of the Goods furnish or orbibla? of the Merchant. The Cainer shall be entitled at they tiple to develop harmassive for evaluate the Goods shall for this purpose is and memore and examine the contents of any Container(s) and if the perficulant sunshed are found to be incorrect the freight shall be ad accordingly and the Merchant shall also only any apparatus incurred by the Carrier in othership the said particulars.

  (b) Freight shall be deemed examed examed on receipt of Goods by the Carrier and shall be part by the Merchant Goods and or conveyan or not text.
- or not rest.

  (a) Except to the extent (if any) to which they may be inconsistent with any of the express term of this Bill of Lading the terms of the Cs applicable tanti current at the time when the Goods wore received by the Camer for causage under this Bill of Lading are incorporated in Bill of Lading and form pan of the contract contained or evidenced herein.
- 13. LIEN .(a) The Carrier shall have a tien on the Goods which shall survive defivery for any sums whetsoever payable by or chargeable for the account of the Marchard uncker this Bill of Lading and any contract prefinitery barde and the cost and expenses of recovering an may sall be Goods privately or by public auxiliary without notice to the Marcham it on sale of the Goods the proceeds half to cover the earth of sale of the Goods and expenses incerted the Carrier shall be entitled in recover the deficit from the Marchamil.

  (b) If the Goods are unclaimed starting a reasonable time or whenever in the Carrier is opinion the Goods will become detectorated do worthwas the Carrier any at the discretion and budget to his loss and without survive and the carrier and the scale control and the carrier and the discretion and subject to his loss and without any cosponabilities stacking to him, sell, abandon or other dispose of such Goods solely at the risk and expense of the Merchant.

- 14. EXPENSES The Merchant shall be Sable for and shall internally the Carrier and hold a harmfees against all bees damage, expenses and likeliky (including taxes, peanlines and finely of whatseover nature suffered or incurred by the Carrier in connection we Sonds or the Certainer(e) because of sabre by the Merchant in process consular Department of Health or other permits or any page, may be received at any port or place in cognosion with the Goods or to supply information at otherwise to comply with all all an advantaged in connection with Goods or any expenses or of-splanements incurred in accordance with Persograph 18 (e) and (b) hereof of from any or or oriested in with Goods or any expenses or disquired and damages charges legal less and other segments which the Carrier may bring to determine the right or ownsichly or processes or or any proceedings the of interplaceder or otherwise which the Carrier may bring to determine the right or ownsichly or possession in or to the Goods or Cortain the Carrier in pay article focus at spot notes expenses and dispress and to do any matters mentioned above at his openerus and set to the Carrier in pay article focus at spot casts expenses and offset page and to do any matters mentioned above at his openerus and set his offset or offset container(s) and whenchain and it is ownerated in the Merchant and it is doods or Container(s) and Merchant without in any way limiting the generality of the foregoing the Merchant shall inclamely the Carrier in respect does or define or other changes which the Carrier becomes tegetly liable to pay and pays to any governmental customs or either active respect of the goods. respect of the goods.
- Is, DANGEROUS GOODS AND CONTRABAND. Goods of an inflammable explosive ratioactive corrollve danaging notices have posterness injudence of dangerous nature must not be landered for cardiage histerinder unless written notice of their nature stems belief cation and the method of rending the said Goods inductions with the names and addresses of the shoper and consignee has been prey given to the Cardier and this nature is distinctly marked on the coast of the Containants) package(s) or pince(s) are required by gopt settless or engoladerics. The foreigning written neitre shall have the certificate required by applicable statutes an regulations to transportation according to the regulations to contify it Goods are properly described packed and merced and is proper condition for transportation according to the regulations preceived tompeters understyllar place and the regulations of the property described packed and merced and is proper condition for transportation according to the regulations of any time because of any time become of the above menter nature or an or become conditional or critical without property and the regulations of any port or place of busing declarage or callior any place of managing that we required increases any port or place or be otherwise disposed of at Cardier's or sub-contraction discretion without any flability attacking there without prejudice in the Cardier's business of the cardier or the cardier or the sub-content data data cardings with such previous declaration which in the opinion of the Cardier or his sub-content data data cardings with such previous declaration which in the opinion of the Cardier or his sub-content data data cardings with such previous declaration which in the opinion of the Cardier or his sub-content data data cardings with such previous declaration which in the opinion of the Cardier or his sub-content data to the cardier or the sub-content data to increase and the cardier or the sub-content of the cardier or the sub-content data to increase and the cardier of the Membard's risk and expecse
- 16. SPECIAL CONTAINER (a) The Carrier does not undertake to carry the Goods in mitigerated healted insulated verificated or any special Container(s) must be carry special Container(s) puckadity or on behalf of the Marchant as such but the Carrier will total such Goods or Container(s) only as ordinary goods or dry Container(s) respectively unless especial arrangements for the carriage of such Goods or Container(s) only as ordinary goods or dry Container(s) respectively unless especial arrangements are nested on the face of all Lading and unless specially different to the Carrier and the Marchant and unless special proprietably for the proper functioning of S Container(s) exposited by nr on behalf of the Marchant.

  (b) As regards the Goods which have been an greed to be carried in special Container(s) the Cautier aball exercise due different on the latest described to the special Container(s) while they are in his actual exercisy and control thus shalf mit be fastly for any less or damage Coods caused by latent defects derangement or to reaction on Edocks or the Container(s).

  (c) ill the Goods have been packed into refrigerated Container(s) by the Carrier and the particular temperature range requested Marchant is vestered in this Bit of Leding the Carrier will set the Marchant is container(s) and the particular temperature range requested Marchant is vestered in this Bit of Leding the Carrier will set the Marchant is deviated the Carrier will set the Marchant is deviated to the Carrier will set the set of the Carrier will be the thermostature controls executy. The Carrier shall not be the format at obligation of the Marchant is down the content to recover or control of the translate demonstrate of or resulting from the Marchant's failure in each obligation and further does not guarantee the reacce of the intended demonstrate for or container(s).

- 17, DECK CARGO. The Carrier has the right to carry Goods under deck or on deck on any vessel.
- 18. TRANSHIPMEHT AND FORWARDING (a) Whether energed beforehand or not the Canter shall be at them, which notice to p the contract of contage enfected heaty wholly or partly by the named or any other vesselle) or trait of by any which accord or other transport by water land or all whether conced or operated by the Canter or others. The Center or under younder any ofcounts and the discussion of the Cooks or any part thereof at any point or place for transhipment and attract the same affect or schore and then forward the by any means of transport

by any means or exception.

(b) In case the Goods hereby specified essent be found at the port of discharge or the Place of Delivery or if they be miscarried then found may be branched to fine intended port of discharge or Place of Delivery at the Carrier's expense but the Carrier shall not be fall any loss damage delay or expension arising from such forwarding.

any less carriage obtain or conjectation acting from such horwarding.

19. DELIVERY (a) The Carrier shelf have the right to deliver the Goods at any time from or at the Visited action house war what quay or any other place designsted by the Carrier which the geographic finits of the intended Plet of Blachange or the Blachange or the intended Plet of Blachange or the Blachange or pletons.

(d) In case the Goods is establed by the Carrier are Container(s) and talker the Carrier the Hersel in accordance with blands numbers also or types or packages or pletons.

(d) In case the Goods have been packed into Container(s) by the Carrier the Carrier shall urpack the Cardaner(s) and deliver the Cardaner(s) and delivery of the Goods on its behalf to be accepted delivery of the Goods of the Merchant shall be f

- 20. NOTICE OF CLAMA AND TIME FOR SUIT. (a) Unless notice of loss or damage and the general noturn of such best or damage in whileg to the Carrier at the Port of Discharge of Place of Delivery before or at the time of delivery of the Goods and the loss or dam not appears which is days after delivery the Goods shall be deemed to have been delivered as described in this Bill of Lading.

  b) In any event the Carrier shall be discharged from all faithfy in respect of horifoliathry middleday dollar day loss or damage unit is brought within 1 years after delivery of the Goods or the date when the Goods should have been delivered.
- 21. GOVERNING LAW AND JURISDICTION (a) The contract evidence by or contained in this Bill of Lecting shall be governed by th the State of California in the United States of America and any action or other dispute thereunder shall be brought before the California

The state of scatter otherwise agrees in writing.

(b) In the overtified notherwise agrees in writing.

(b) In the overtified notherwise agrees in writing.

(c) In the overtified notherwise agrees in writing condition 21 (a) this contract shall be held to be subject to the laws of any other State or Court except where repugnant to the provision of that law these conditions also continue to apply

22. VARIATION OF THE CONTRACT, ETC. No servard or agent of the Carner shall have power to wave or vary any of the terms unless start waters or variation is or writing and authorized or ratified in writing by the Certier.

#### TERMS AND CONDITIONS OF CONTRACT

1. **DEFINITION** In this Bill of Lading the term "Vessel" means the intended Ocean Vessel on the front hereof and any vessel craft lighter or other means of conveyance by water which is or shall be substituted in whole or in part for such named ocean vessel and also includes any other vessel onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof

The term "Carrier" means POWER LINK LOGISTIC, INC.

The term "Merchant" means the shipper consignor, consignee the holder of this Bill of Lading and/or the receiver of the owner of the Goods.

The term "Container" means any container flat pallet or other form of cargo carrying unit or equipment referred to on the face hereof or in or on which any Goods may be unitised or otherwise packed or stored when received by the Carried for carriage hereunder or subsequent to such receipt.

The terms "Place of Receipt" "intended Port of Loading" "intended Port of Discharge" and "intended Place of Delivery" means respectively the place of receipt, port of loading (Ocean Vessel), port of discharge (Ocean Vessel) and place of delivery nominated on the front hereof and

The terms "Goods" means the cargo received from the Shipper and includes any Container(s) supplied by or on behalf of any other than the carrier.

- 2. CARRIER'S RESPONSIBILITY (a) Subject to Clause 8 and 9 hereof the liability (if any) of the Carrier in respect of the Goods during the period commencing with their being loaded onto any sea going vessel and continuing up to and during discharge from that vessel or from another sea going vessel into which the Goods shall have been transhipped shall be determined in accordance with the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936 which shall be deemed to be incorporated herein and in accordance with the terms and conditions of the Bill of Lading or other contract of carriage of the sub contractor responsible for the carriage of such Goods by sea all of which terms and conditions to the extent that they are not in conflict with the express provisions of this Bill of Lading are incorporated herein
- (b) Save as provided in (a) hereof the Carrier shall be under no liability in any capacity whatsoever for loss or misdelivery of or damage to the Goods howsoever caused whether or not through the negligence of the Carrier his servants or agents or sub contractors or for any direct or indirect loss or damage caused by delay or for any indirect or consequential loss or damage.
- (c) In the event of any loss or misdelivery or delay in delivery of or damage to the Goods occurring between the time that the Goods are received by the Carrier at the Place of Receipt and the time of delivery at the intended Place of Delivery, the onus of proving that such loss misdelivery delay in delivery or damage (or any part thereof) occurred during the period specified in Clause (a) hereof shall be upon the Merchant in the event that the Merchant is unable to discharge such onus of proof the Carrier shall be under no liability for such loss, misdelivery, delay in delivery of or damage to the Goods (or any part thereof) in accordance with (b) hereof
- (d) INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO SHIPMENT.
- 3. LIMITATION OF LIABILITY Insofar as loss of or damage to or in connection with the Goods is caused during the part of the custody of carriage to which U.S. COGSA applies (1) the Carrier shall not be liable for loss or damage in an amount exceeding the

- minimum allowable per package or unit (U.S. \$500) unless the value (and nature) of the Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required if the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value Any partial loss or damage shall be adjusted pro rata on the basis of such declared value If the declared value has been willfully misstated or is markedly higher than actual value the Carrier shall not be liable to pay any compensation (2) if the Goods have been packed into a Container (as defined in Clause 11) or unitized into a similar articles of transport by or on behalf of the Merchant, it is expressly agreed that the number of such Containers or similar articles of transport shown on the face of this Bill of Lading shall be considered to be the number of packages or units for the purpose of the application of the limitation of liability provided for in this clause.
- 4. CONTRACTING PARTIES In agreeing to and accepting the terms of this Bill of Lading the Shipper acts for himself and on behalf of each Merchant. The Shipper warrants to the Carrier that he is entitled and is duly authorized by any other person who owns or is entitled to possession of the Goods or this Bill of Lading to agree to and accept this Bill of Lading and to deliver the Goods to the Carrier on the terms hereof. Without prejudice to the foregoing each Merchant agrees that in accepting this Bill of Lading from the Carrier and also in accepting endorsement or delivery hereof from the Shipper Consignee or any other prior endorsee or holder and or delivery of the Goods he confirms, ratifies and agrees to be bound by all of the stipulations exceptions and conditions stated herein whether written printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects.

Each Merchant agrees also that all agreements and freight arrangements previously made for the carriage of the Goods are superseded by the contract contained or evidence herein.

5. SUB-CONTRACTING: Exemptions and immunities of Servants, Agents and Sub-Contractors - The Carrier shall be entitled to sub contract on any terms the whole or any part of the carriage loading unloading storing warehousing handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall make no claim whatsoever in relation to the Goods against any servant agent or sub contractor of the Carrier or its servant or agents and shall further indemnity the Carrier against any claims which may be made upon the Carrier by any such servants agent or sub contractor and which arise out of any claim whether arising in negligence or otherwise in relation to the Goods against whomsoever made by the Merchant.. Without prejudice to the foregoing every such servant agent and sub contractor shall have the benefit of all provisions herein for the benefit of the Carrier as if such provisions were expressly for their benefit and in entering into this contract the Carrier to the extent of these provisions does so not only on its own behalf but also as agent and trustee for such servants, agents and sub contractors.

The Merchant authorizes the Carrier to arrange for any ocean carriage required under this Bill of Lading to be performed by any ocean carrier on the terms and conditions of the regular form of Bill of Lading in use by such ocean carrier.

- 6. ROUTE OF TRANSPORT (a) The Goods may at the Carrier's absolute discretion be carried as a single or several shipments by the Vessel and/or any other means of transport and through any route whatsoever whether or not such route is the direct advertised or customary route.
- (b) Any action taken by the Carrier under this Clause or delay resulting therefrom shall

be deemed to be included within the contractual carriage and shall not be a deviation. Should the Carrier be held liable in respect of such action the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

- 7. CONTAINER PACKED BY CARRIER Where Goods received for carriage under this Bill of Lading are not already contained in or on Container(s) at the time of such receipt the Carrier shall be at liberty to carry such Goods in or on Container(s).
- 8. CONTAINER PACKED BY MERCHANT If the Goods accepted by the Carrier is a Container(s) into which contents have been packed by or on behalf of the Merchant. (a) the Merchant guarantees that the storage of the contents in Container(s) and the
- closing and sealing of the Container(s) are safe and proper and also that the Container(s) and contents thereof are suitable for handling and carriage in accordance with the terms hereof in the event of the Merchant's breach of such guarantee the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods and the Merchant shall be responsible for all consequences of whatsoever kind of such breach and shall indemnity the Carrier against any loss damage expense or liability which the Carrier suffers or incurs as a consequence of such breach.
- (b) the Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein unless he gives notice to the contrary in writing to the Carrier prior to packing the Container(s).
- (c) if the Container(s) are delivered from the Carrier with seals intact such delivery shall be deemed as the full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container(s).
- (d) the Carrier shall be at liberty to inspect the contents of the contents of the Container(s) without notice to the Merchant at such time and place as the Carrier may deem necessary all expenses incurred in respect thereof being borne by the Merchant and in case the seals of the Container(s) are broken by the Customers of other authorities for inspection of the contents of the said Container(s) the Carrier shall not be liable for any loss damage expenses or any other consequences causing or resulting therefrom and
- (e) this Bill of Lading is prima facie evidence of the receipt only of the number of Container(s) as shown on the face hereof and the order and condition of the contents and any particulars thereof are unknown to the Carrier who accepts no responsibility in respect thereof
- 9. CARRIER'S CONTAINER (a) The Merchant shall assume full responsibility for and shall indemnity the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment which occurs while in the possession or control of the Merchant, his agents or sub contractors engaged by or on behalf of the Merchant.
- (b) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's Container or the contents thereof during handling by or while in the possession or control of the Merchant, his agent or subcontractors engaged by or on behalf of the Merchant.
- 10. RETURN OF CONTAINERS In case Goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled the Merchant taking delivery shall return such Container(s) promptly.
- 11. DESCRIPTION AND PARTICULARS OF GODS (a) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and are unknown to the Carrier who shall be under no responsibility whatsoever in respect of such

description and particulars

- (b) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof and any other particulars furnished by or on behalf of the Merchant are correct and shall indemnify the Carrier against all loss damaged expenses and liability (including taxes, penalties and fines) suffered or incurred by the Carrier as a result of the Merchant being in breach of such warranty.
- 12. FREIGHT AND CHARGES a) The freight payable hereunder has been calculated and based on particulars of the Goods furnished by or on behalf of the Merchant. The Carrier shall be entitled at any time to reweigh remeasure or evaluate the Goods and for this purpose to open and remove and examine the contents of any Container(s) and if the particulars furnished are found to be incorrect the freight shall be adjusted accordingly and the Merchant shall also pay any expenses incurred by the Carrier in checking the said particulars.
- (b) Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid by the Merchant Goods and or conveyance lost or not lost.
- (c) Except to the extent (if any) to which they may be inconsistent with any of the express term of this Bill of Lading the terms of the Carrier's applicable tariff current at the time when the Goods were received by the Carrier for carriage under this Bill of Lading are incorporated into this Bill of Lading and form part of the contract contained or evidenced herein.
- 13. LIEN (a) The Carrier shall have a lien on the Goods which shall survive delivery for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary hereto and the cost and expenses of recovering same and may sell the Goods privately or by public auction without notice to the Merchant If on sale of the Goods the proceeds fail to cover the amount due and the cost and expenses incurred the Carrier shall be entitled to recover the deficit from the Merchant.
- (b) If the Goods are unclaimed during a reasonable time or whenever in the Carrier's opinion the Goods will become deteriorated decayed or worthless the Carrier may at his discretion and subject to his lien and without any responsibilities attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.
- EXPENSES The Merchant shall be liable for and shall indemnify the Carrier and 14. hold it harmless against all loss damage, costs, expenses and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) because of failure by the Merchant to procure consular Department of Health or other permits or any papers that may be required at any port or place in connection with the Goods or to supply information or otherwise to comply with all laws and regulations in connection with Goods or any expenses or disbursements incurred in accordance with Paragraph 18 (a) and (b) hereof or from any other act or omission of the Merchant and also against all damages charges legal fees and other expenses which the Carrier may incur in connection with attachments seizures executions claims or legal proceedings of any description against Goods by third parties or any proceedings by way' of interpleader or otherwise which the Carrier may bring to determine the right or ownership or possession in or to the Goods or Container(s) also against any expenses or charges for regaining or attempting to regain possession of the Goods or Container(s) The Merchant authorizes the Carrier to pay and/or incur all such costs expenses and charges and to do any matters mentioned above at his expense and as his agent and engage other person to regain or seek to regain possession of Goods or Container(s) and do all things deemed advisable for the benefit of Goods or Container(s) The Merchant and the Goods shall be jointly and

- severally liable for the payment of any sums due to the Carrier hereunder by the Merchant without in any way limiting the generality of the foregoing the Merchant shall indemnify the Carrier in respect of any dues or duties or other charges which the Carrier becomes legally liable to pay and pays to any governmental customs or other authority in respect of the goods.
- 15. DANGEROUS GOODS AND CONTRABAND Goods of an inflammable explosive radioactive corrosive damaging noxious hazardous poisonous injurious or dangerous nature must not be tendered for carriage hereunder unless written notice of their nature name label classification and the method of rending the said Goods innocuous with the names and addresses of the shipper and consignee has been previously given to the Carrier and their nature is distinctly marked on the outside of the Container(s) package(s) or piece(s) as required by applicable statutes or regulations. The foregoing written notice shall bear the certificate required by applicable statutes or regulations to certify that the Goods are properly described packed and marked and in proper condition for transportation according to the regulations prescribed by the competent authority If any Goods tendered for carriage without previous written declaration are or at any time become of the above mentioned nature or are or become contraband or prohibited by any law or regulations of any port or place of loading discharge or call or any place during transit whether the Merchant is aware thereof or not such Goods upon discovery at any time may be rendered innocuous thrown overboard or discharge at any port or place or be otherwise disposed of at Carrier's or sub contractors discretion without any liability attaching thereto and without prejudice to the Carrier's right to freight and any other charges payable hereunder The foregoing provisions shall also apply to any such Goods tendered for carriage with such previous declaration which in the opinion of the Carrier or his sub contractor have or are likely to become dangerous to the Carrier Vessel Cargo or other property or person The Merchant shall be liable to indemnify the Carrier against all loss, damage, expenses and liabilities (including taxes, penalties and fines) suffered or incurred by the Carrier as a result of the carriage of such Goods The Carrier reserves the right but shall have no obligation to strip Container(s) packed by or on behalf of the Merchant and examine the contents thereof and arrange for restowage recooperage or reconditioning at the Carrier's or the sub contractor's discretion but at the Merchant's risk and expense.
- 16. SPECIAL CONTAINER (a) The Carrier does not undertake to carry the Goods in refrigerated heated insulated ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant as such but the Carrier will treat such Goods or Container(s) only as ordinary goods or dry Container(s) respectively unless special arrangements for the carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid The Carrier does not accept responsibility for the proper functioning of Special Container(s) supplied by or on behalf of the Merchant.
- (b) As regards the Goods which have been agreed to be carried in special Container(s) the Carrier shall exercise due diligence to maintain the facilities of the special Container(s) while they are in his actual custody and control but shall not be liable for any loss or damage to the Goods caused by latent defects derangement or breakdown of facilities of the Container(s).
- (c) If the Goods have been packed into refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill of Lading the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the Container(s).
- (d) If the Goods have been received by the Carrier in Container(s) which have been

forwarding.

packed by or on behalf of the Merchant it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Container(s).

- 17. DECK CARGO The Carrier has the right to carry Goods under deck or on deck on any vessel.
- TRANSHIPMENT AND FORWARDING (a) Whether arranged beforehand or not the Carrier shall be at liberty without notice to perform the contract of carriage evidenced herby wholly or partly by the named or any other vessel(s) or craft or by any vehicle aircraft or other means of transport by water land or all whether owned or operated by the Carrier or others The Carrier may under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transhipment and store the same afloat or ashore and then forward the same by any means of transport (b) In case the Goods hereby specified cannot be found at the port of discharge or the Place of Delivery or if they be miscarried then when found may be forwarded to their intended port of discharge or Place of Delivery at the Carrier's expense but the Carrier shall not be liable for any loss damage delay or depreciation arising from such
- 19. DELIVERY (a) The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side custom house warehouse wharf quay or any other place designated by the Carrier within the geographic limits of the intended Port of Discharge or the intended Place of Delivery shown on the face hereof.
- (b) In any case the Carrie's responsibility shall cease when the Goods have been delivered to the Merchant his servants agents or subcontractors or any other person entitled to receive the Goods on his behalf at the place designated by the Carrier Delivery of the Goods to the custody of customs or other authorities shall constitute final discharge of the Carrier's responsibility hereunder. (c) In case the Goods received by the Carrier are Container(s) into which have been packed by or on behalf of the Merchant the Carrier shall only be responsible for delivery of the total number of Container(s) and deliver the contents thereof in accordance with brands marks numbers sizes or types of packages or pieces.
- (d) In case the Goods have been packed into Container(s) by the Carrier the Carrier shall unpack the Container(s) and deliver the contents thereof and shall not be required to deliver the goods in container(s).
- (e) In the event that the Carrier delivers or places the Goods into ay customs house bond store or any other places as is prescribed in part (a) hereof or as prescribed in Clause 18 (a) hereof the Merchant shall be liable to pay and shall pay all costs expenses and charges associated or in any way connected therewith.
- (f) In the event that the Carrier attempts delivery of the Goods to the Merchant pursuant to the terms hereof during normal trading hours and the Merchant his servants agents or sub contractors or any other persons nominated to take delivery of the Goods on his behalf does not take or accept delivery of the Goods the Merchant shall be liable to pay and shall pay all costs expenses and charges suffered or incurred by the Carrier his servants agents or sub contractors in connection or in any way associated with such attempted delivery until delivery is accomplished.
- 20. NOTICE OF CLAIM AND TIME FOR SUIT (a) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or if the loss or damage be not apparent within 3 days after delivery the Goods shall be deemed to have been delivered as described in this Bill of Lading.

- b) In any event the Carrier shall be discharged from all liability in respect of non-delivery misdelivery delay loss or damage unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered.
- 21. GOVERNING LAW AND JURISDICTION (a) The contract evidence by or contained in this Bill of Lading shall be gover ned by the law of the State of California in the United States of America and any action or other dispute thereunder shall be brought before the Californian Courts unless the Carrier otherwise agrees in writing.
- (b) In the event that notwithstanding condition 21 (a) this contract shall be held to be subject to the laws of any other State or County than except where repugnant to the provision of that law these conditions shall continue to apply
- 22. VARIATION OF THE CONTRACT, ETC No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and authorized or ratified in writing by the Carrier.

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# **POWER LINK LOGISTICS' MOTION FOR SUMMARY JUDGMENT** DISMISSING THE COMPLAINT ON THE BASIS OF FORUM NON CONVIENENS

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		ino	orporated in this Waybill.	C DOX DOOM! SO WE! SO IIVE	harrest smithtee or anicones	
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Carrier's Receipt Tetal number of containers or pareceived by Carrier, 2 container(s) Shipped on Board Date	clages Place of Issue of Waybill Date of Issue of Waybill	cond	ition unless otherwise stated	reasonable means of checking, herein the total number or qu oux opposite entitled "Carrier's Re	antity of Containers or other	
Declared Velva Charges (see clause 7.3 of Carrier's for Declared Value of UE\$	s Waybill or fill of Lading)		· Sian	ed by the Carrier Satmarine Container	lines XV.	

### Sea Way Bill

Non-negotiable Waybill

- 1. Definitions
- 2. Carrier's Tariff
- 3. Warranty
- 4. Sub-contracting
- 5. Carrier's responsibility: Port-to-port shipment
- 6. Carrier's responsibility Multimodal Transport
- 7. Compensation and Liability Provisions
- 8. General
- 9. Notice of Loss, Time Bar
- 10. Defences and limits for the Carrier
- 11. Shipper-packed containers
- 12. Perishable Cargo
- 13. Inspection of Goods
- 14. Description of Goods
- 15. Merchant's responsibility
- 16. Freight, Expenses and Fees
- 17. Lien
- 18. Optional stowage, Deck cargo and Livestock
- 19. Methods and Routes of Carriage
- 20. Matters affecting performance
- 21, Dangerous Goods
- 22. Notification, Discharge and Delivery
- 23. Both-to-Blame Collision Clause
- 24. General Average and Salvage
- 25. Variation of the Contract and Validity
- 26. Law and Jurisdiction

#### HOME

SAFMARINE CONTAINER LINES n.v. De Gerlachekaai 20 - B-2000 Antwerpen HR Antwerpen 226.171 - BTW BE 421.619.408 VGVC nr. 0326,001

This non-negotiable Waybill, which is issued instead of a Bill of Lading at the Merchant's request, is not a document of title to the Goods. Otherwise the contract evidenced by this Waybill is deemed to be a contract as defined in Article 1(b) of the Hague Rules. Carrier to exercise due care ensuring that delivery is made to the Consignee or his authorised representative. However, the Carrier shall not be liable for misdelivery, unless caused by the Carrier's negligence. In accepting this Waybill, and/or taking delivery of the Goods and notwithstanding the non-signing of this Waybill by the Merchant, the Merchant expressly accepts and agrees to all terms, conditions and exceptions of the Carrier's non-negotiable Waybill, (printed or not on the reverse of this document at Merchant's option and available from the Carrier or its agents and at Carrier's website indicated in the signature box below), as well as those printed, stamped or otherwise incorporated in this Waybill.

#### 1. DEFINITIONS

- "Transport Document" or "TD" means this document, which evidences the contract of carriage governing the Carriage and which can either be a bill of lading or a non-negotiable waybill as determined on the reverse hereof.
- "Bill of Lading" means this Transport Document if named bill of lading on the reverse hereof.
- "Carriage" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.
- "Carrier" means Safmarine Container Lines n.v., De Gerlachekaai 20, 2000 Antwerp, Belgium, BTW BE 0421.619.408 RPR Antwerp and VGVC n° 0326.001.
- "Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected
- "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this
- "Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.
- "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to bills of lading signed at Brussels on 25th August 1924.
- "Holder" means any Person rightfully in possession of this Bill of Lading or the named Consignee in the event the Bill of Lading is non-negotiable.
- "Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading (when the TD is a Bill of Lading) and anyone acting on behalf of such Person.
- "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.
- "Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container and entered in the box on the reverse hereof entitled "Carrier's Receipt" are each deemed a Package.
- "Person" includes an individual, corporation, or other legal entity.
- "Port-to-Port" arises if the Carriage is not Multimodal Transport.
- "Sub-Contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, longshoremen, lighterers, terminal and groupage operators, road and rail transport operators, warehousemen, customs inspection stations, port authorities, pilots and any independent contractors employed by the Carrier performing the Carriage and any direct or indirect sub-contractors, servants and agents thereof whether in direct contractual privity or not.
- "Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties of this TD.
- "US COGSA" means the US Carriage of Goods by Sea Act 1936.
- "Vessel" means any water borne craft used in the Carriage under this TD which may be a feeder vessel or an ocean vessel.

#### 26. LAW AND JURISDICTION

Any claim or dispute arising under this TD, including third party proceedings or those involving several defendants, shall exclusively be governed by the law and exclusively be determined by the courts of the place where the Carrier has his registered office (to the exclusion of the jurisdiction of the courts of any other place) or, at the Carrier's option if the defendant is not the Carrier, by the courts and according to the law of that place where the defendant has his registered office, but only to the extent that anything else has not been dealt with by the provisions of this TD.

# **POWER LINK LOGISTICS' MOTION FOR SUMMARY JUDGMENT** DISMISSING THE COMPLAINT ON THE BASIS OF FORUM NON CONVIENENS

06/28/07 19:49:45

-> Power Link Logistic

MCSFAX

Page 001

POWER FERN COCCURATIONS	NOTICE 75033619	4
	MSC CHINA N350 JUN 28	07
Notlly Party (complete name and address)	Your rel. Page	
POWER LINK LOGISTICS INC 21112 FIGUEROA ST	Place of Receipt Other numbering identification DURBAN	
CARSON CA 907.45	Port of Loading DURBAN	
	Port of Discharge NEWARK, NJ FOR IT DATE	
	Port of Delivery  NEWARK, NJ  DATE BELOW	

Consignee (complete name and address)

POWER LINK LOGISTICS INC 21112 FIGEROA STREET SUITE A CARSON, CA 90745 USA

MAIN TEL: 310-782-1111 FAX: 310-787 2500 USA Shipper/Exporter (complete name end address)

ZA TRANS LOGISTICS 2ND FLOOR 67 OLD FORT RD DURBAN SOUTH AFRICA

No. of Containers kind of Packages; description of goods Gross Weight Measurement Container No/Seal No. CY / CY CBM X40' KGS 2 KNLU4309468 19557 107.685 1660 CARTONS ML-ZA0947842 LBS CFT WOVEN GARMENTS 9846 KGS 43115 3802.839 SC NO: 65566 TEXU4748216 ML-ZA0947843 9711 KGS \*\*\*\*\*\*\*\*\*\*\* FOR STORE DOOR DELIVERIES, PLEASE FAX DELIVERY ORDERS TO 1-8883990373 OR EMAIL NAMSCLDORGAMERICA. SAFMARINE. COM. CALL SAFVOICE AT 1-8664724723 FOR UP-TO-DATE INFO ON \*FREIGHT CHARGES \* VESSEL ETA \* FINAL DELIVERY \* RELEASE STATUS \* OR VISIT OUR WEBSITE AT WWW.SAFMARINE.COM FOR TRACKING & SCHEDULES Freight & Charges Collect Unit 2.00\* 2650.00 USD 40 ' 5300.00 BASIC FREIGHT 12.00 CARRIER SECURITY CHA 6.00 USD S4 10.00 5.00 PORT SECURITY CHARGE USD S4 1200.00 DEST HANDLING CHARGE 600.00 USD S4 CHASSIS USAGE CHARGE 60.00 USD S4 120.00 BUNKER ADJUST FACTOR 880.00 USD S4 1760.00 EXPRESS MAIL PACKAGES U.S. MAIL PACKAGES 1 REMIT TO: SAFMARINE C/O MAERSK INC., ATTN: PAYMENT SERVICES Total amount due 6000 CARNEGIE BLVD., F P.O. BOX 12971 USD 8402.00 CHARLOTTE, NC 28209 CHARLOTTE, NC The above mentioned cargo is due to arrive aboard subject vessel On/or about Date PHONE 1-8668664723 28220 JUL 04 07 Т TO PREVENT DEMURRAGE ON DOOR DELIVERY, WE MUST RECEIVE ektelieve ed ot betoegse a) bne EST. AVA. TIME DELIVERY ORDER, DOCUMENTS, FREIGHT, & CUSTOMS RELEASE BY NOON OF BUSINESS DAY PRIOR TO FREETIME EXPIRATION. Estimated Demurrage start

### **EXHIBIT G**

# **POWER LINK LOGISTICS' MOTION FOR SUMMARY JUDGMENT** DISMISSING THE COMPLAINT ON THE BASIS OF FORUM NON CONVIENENS

#### POWER LINK LOGISTIC INC.

21112 Figueroa Street, Suite A, Carson, CA 90745-1938

Tel: 310-782-1111

Fax: 310-787-2500

INVOICE: 0048153

Date: 07/04/2007

Due Upon Receipt

MBL / MAWB Number

SAFM750336194

HBL / HAWB Number

750326194001

ORIGIN / DESTINATION

DURBAN MEW YURK, NY TOWN

A/C:323005429 MARAN INC.,

4301-4315 TONNELLE AVENUE

NORTH BERGEN, NJ 07047

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Charges Items	Amount (USD)
Ocean Freight Charges-2x40H	17340.00
Bunker Adjustment Factor	*1640 AD
Handling Charges	*50 00 Section 1
CUSTOMS AME CHARGE	**************************************
Customs Entry Fee	
	TOTAL + 4***5380, 00***
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#### Shipment Details

File Munber House Bill £750336194001 188FM750336194 Master Bill Carrier +SOFMARINE Vessel Info. EMSC CHING/N350

Otry of Origin (SOUTH AFRICA Loading Port DURBAN 107/04/2007 Discharge Port INEW YORK, NY Final Dest. INEW YORK, MY 107/04/2007 Final Eta Weight 119557, 68 KGS Pcs Count 1660 CARTONS COM £107.6850

Shipper EGLOBAL GARMENTS COMPANY PTY LTD

and the Auto-

MARAN INC., Consignee

Goods Description rearments Container : KNLU4309468, TEXU4748216 Furchase brder : 9308-73/74/0ty=0

> Prepared By: Printed Date:

MARAN, INC. 4301 TONNELLE AVE., NORTH BERGEN, NJ 07047 115398 POWER LINK LOGISTIC INC INVOICE NUMBER 21112 FIGUEROA STREET STE. A 5/27/07 286.00 0048540 286.00 CARSON, CA 90745 9,380,00 7/4/07 9,380.00 0048153 9,180,00 0048151 7/4/07 9,180.00 8,916.10 0048144 7/4/07 8,916.10 DATE 0048157 7/4/07 797,92 797.92 8/1/07 0048155 13,895.00 7/4/07 13,895.00 CHECK NUMBER 0048370 7/4/07 6,535.59 6,535.59 115398 0048345 7/4/07 490,00 490.00 7/4/07 196,00 196.00 0048353 8,560.00 \*8,560.00 0048163 7/8/07 \$58,236,61 . TOTAL = BANK OF AMERICA 1115398 New Jersey 65 39/22 115398 Second 1 MARAN, INC. 4801-TONNELLE AVE. NORTH BERGEN, NEW JERSEY, 07047 The strain of the her groch if grant desire The Marie State of the State of CONTRACTOR OF THE PAY TWO THE THE LOSE ENGLAND STARTAN Fifty-Elght Thousand Two Hundred Thirty-Six and 61/100 Dollars

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TO THE 14.2.79; T 10 VOID AFTER SO DAYS THE TOTAL POWER LINK LOGISTIC INC ORDER OF 1 211.12 FIGUEROA BTREET STE A Tradition of the state CARSON, CA 90745 . . .